

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 0040080394		PAGE OF 1 35	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER P13PS00370	
						6. SOLICITATION ISSUE DATE 04/15/2013	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME HAL HOVERSTEN			b. TELEPHONE NUMBER (No collect calls) 360-569-6542		8. OFFER DUE DATE/LOCAL TIME 06/24/2013 0700 PD
9. ISSUED BY NPS, PWR - OLYM MABO 600 E. Park Avenue Port Angeles WA 98362-6798				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 115310 <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) SIZE STANDARD: \$7.0 <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS			
11. DELIVERY FOR FOB DESTINA- TION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO NPS Mount Rainier National Park L-201 Park Warehouse Longmire WA 98397		16. ADMINISTERED BY DOI, NPS, PWR - OLYM MABO - MORA 55210 238th. Ave. E. Ashford WA 98304-9751		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/ OFFEROR		18a. PAYMENT WILL BE MADE BY		15. DELIVER TO NPS Mount Rainier National Park L-201 Park Warehouse Longmire WA 98397			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	Hazard tree mitigation services for Mount Rainier National Park. PMIS#: 120646D Requestor: Traci Degerman, 360-569-6765 Internal Ref: R9453130002. Suggested COR: GBERTUCC Tree topping and stump naturalization of thirty-seven (37) trees and felling of six (6) trees. IT Approval Num: N Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				HAL HOVERSTEN			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Period of Performance: 10/01/2013 to 05/30/2014</p> <p>All offerors must establish and/or maintain an active registration and have up to date representations and certifications at http://www.sam.gov prior to closing date of this RFQ.</p> <p>All vendors must submit invoices through the U.S. Department of the Treasury's Internet Payment Platform: http://www.ipp.gov</p> <p>The Government reserves the right to cancel this Request for Quotations.</p> <p>Federal Tax Exemption Number 53-0197094 for Local, State and Federal purchases.</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
			42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

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PERFORMANCE WORK STATEMENT

Mount Rainier National Park Hazard Tree Topping, Felling, and Associated Services

SECTION 1 – GENERAL INFORMATION

1.1 Scope of Work

The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items necessary to top, limb, or fell designated hazard trees and treat stumps as specified in this performance work statement. The contractor shall perform to the standards in this contract. The estimated quantity of work is presented in Technical Exhibit 2 – List of Trees to be Felled, and Technical Exhibit 3 – List of Trees to be Topped. Actual quantity of work may vary from that shown in Technical Exhibits 2 and 3 by $\pm 20\%$.

1.2 Contractor Personnel

1.2.1 Project Manager

The contractor shall provide a project manager who shall be responsible for the performance of the work. The name of this person, and an alternate or alternates, who shall act for the contractor when the manager is absent, must be designated in writing to the contracting officer.

1.2.1.1 The project manager or alternate must have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

1.2.1.2 The project manager or alternate must be available during normal work hours to meet in the park with government personnel (designated by the contracting officer) to discuss problem areas.

1.2.2 Employee Training

The contractor shall ensure that employees performing tree work are fully trained to current arboricultural industry standards for each task they undertake. Contractor employees engaged in felling, topping, climbing, and rigging of trees must have current International Society of Arboriculture, Tree Care Industry Association, or equivalent professional certification in those activities before starting work under this contract. Contractor employees operating winches, power tools and heavy machinery must be fully trained and proficient in the use of this equipment.

1.3 Commencement

Period of performance shall begin on October 1, 2013. Because the performance of tree work must be coordinated with other NPS work groups providing site security and debris cleanup support, the contractor shall provide the COR with a site-by-site task completion schedule at least 10 business days prior to the start of work. The contractor is expected to adhere to this schedule, excepting for postponement and subsequent rescheduling of work activities due to inclement conditions described in section 1.5. All work under this contract, including any modifications, shall be completed by May 31, 2014.

1.4 Hours of Operation

All work performed under this contract shall occur during daylight hours, Monday through Friday. No work shall be allowed on Saturdays, Sundays, and federal holidays.

1.5 Working Conditions

Felling and topping of trees shall not be performed in wind conditions that will interfere with the faller's ability to control the direction of a tree's fall. No work activities under this contract shall be performed in sustained winds

greater than 25 mph, in whiteout conditions, in an area under active flood warning, or when snow depth or avalanche conditions prohibit safe access to the work site.

1.6 Safety

1.6.1 All operations under this contract shall be conducted in accordance with ANSI Z133.1-2006 Tree Care Safety Standards, and all federal OSHA, state and local safety requirements. Where OSHA regulations and ANSI standards conflict, OSHA regulations will take precedence.

1.6.2 The contractor shall ensure the use by its employees of all required personal protective equipment including hard hats, work boots, safety glasses or goggles, hearing protection, gloves, chaps, ropes, harnesses, etc. Contractor employees shall wear ANSI 107-2004 Class 2 high visibility vests while conducting operations in or adjacent to roadways or parking areas.

1.6.3 No one except the operator shall be within 10 feet of a power saw. All gasoline and diesel powered equipment, including but not limited to trucks and chainsaws, shall be equipped with spark arresters.

1.6.4 If at any time the COR or designated park representative determines that the work is being conducted in an unsafe manner, the contractor will be notified and shall immediately cease all work activities.

1.7 Environmental Compliance

1.7.1 The contractor shall be responsible for the immediate cleanup of any spillage or leakage of fuel, oil, or any other substance. All spills or leaks shall be reported to COR immediately.

1.7.2 All equipment intended for use on this project must be cleaned prior to its arrival in the park and free of all plant materials (plant parts and propagules) upon entry.

1.7.3 The contractor shall repair all ground disturbances, with the exception of those resulting from woody debris falling into undeveloped vegetated areas.

1.8 Quality Assurance

According to the Inspection of Services Clause (FAR 52.246-4), the government will evaluate the contractor's performance under this contract. For those tasks listed in the Performance Requirements Summary (Attachment 1), the COR or a designated government inspector will follow the method of surveillance specified in this contract, and will record all surveillance observations. When an observation indicates deficient performance, the COR or designated government inspector will require the project manager or representative at the site to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation, only that he or she has been made aware of the deficient performance. Government surveillance of tasks not listed in the PRS or by methods other than those listed in the PRS (such as provided for by the Inspection of Services clause) may occur during the performance period of this contract. Such surveillance will be done according to standard inspection procedures or other contract provisions. Any action taken by the contracting officer as a result of surveillance will be in accordance with the terms of this contract.

1.8.1 Performance Evaluation Meetings

The contracting officer may require the project manager to meet with the contracting officer, contract administrator, COR, and other government personnel as deemed necessary. The contractor may request a meeting with the contracting officer when he or she believes such a meeting is necessary.

1.8.2 Optional Pre-bid Site Visit

The site visit will begin at 10:00 am in the park headquarters office at Tahoma Woods on June 19, 2013. Prospective bidders will follow a designated Park Service employee to the various treatment sites in the park to view trees included in the treatment lists. Although attendance is not mandatory, participation in the site visit will aid prospective bidders in their development of quotes for the work of this project.

Please note that the Government will not be responsible for providing transportation, or reimbursement for travel or other expenses, to prospective bidders or other attendees of the site visit.

1.9 Travel, Lodging and Meals

The contractor shall be responsible for all travel, lodging, and meal expenditures for all personnel under their employ involved in the work under this contract.

SECTION 2 - DEFINITIONS

2.1 General Definitions

2.1.1 Deficient Service

A service output that does not meet the standard of performance requirement specified in the contract for that service.

2.1.2 Performance Requirements Summary

A listing of the service outputs under the contract that are to be evaluated by the COR or designated park representative on a regular basis, the surveillance methods to be used for these outputs, and the performance requirements of the listed outputs.

2.1.3 Quality Assurance

A planned and systematic pattern of all government actions necessary to provide confidence that adequate technical requirements are established; products and services conform to established technical requirements; and satisfactory performance is achieved. Quality assurance refers to actions by the government assurance functions for a contracted service.

2.1.4 Quality Control

Those actions taken by a contractor to control the production of outputs to ensure that they conform to the contract requirements.

2.2 Technical Definitions

2.2.1 DBH (Diameter at Breast Height)

A tree stem's width at a height of at 1.4 m (4.6 ft) above the ground; on sloped ground, this reference point is applied to the uphill side of the stem.

2.2.2 Debris (also: treatment debris, woody debris)

Includes all downed material resulting from hazard tree treatments: limbs, twigs, foliage, fragmented pieces of a tree, and logs.

2.2.3 Fell

To remove most or all of the vertical structure of a tree leaving a stump less than or equal to 4 feet in height.

2.2.4 Flush-cut

To leave a stump less than or equal to two inches in height.

2.2.5 Root Collar

The transition zone between stem and root at the ground line of a tree.

2.2.6 Top

To remove the upper portion of a tree, leaving a stump greater than or equal to 10 feet in height.

2.2.7 Treatment

Physical alteration of a tree to either 1) mitigate the hazard it presents to persons and facilities, or 2) create the appearance of natural trunk breakage on the cut end of a stump, as illustrated in Technical Exhibit 5 – Quality Standards.

2.2.8 Tree Work

Topping, felling, limbing, climbing and rigging, and other treatment activities.

SECTION 3 – GOVERNMENT-FURNISHED EQUIPMENT AND SERVICES

3.1 General Information

3.1.1 The government will provide portable radios for communication between government representatives and contractor personnel during the performance of work under this contract.

3.1.1.1 The number of radios issued will be determined on a day-to-day basis by the COR or designated representative as appropriate for the work site or tasks being performed.

3.1.1.2. One radio shall always be issued to the project manager or designated work site supervisor.

3.1.1.3 Radios will be issued by the COR or designated representative at the start of each project work day. Radios must be returned to the COR or designated representative at the end of each project work day.

3.1.1.4. Contractor personnel must adhere to instructions provided by the COR or designated representative regarding proper use of the radios.

3.1.1.5. The cost of radios lost or damaged by contractor personnel will be assessed to the contractor and deducted from the final payment for this contract.

SECTION 4 – CONTRACTOR-FURNISHED ITEMS AND SERVICES

4.1 General Information

Except for those items or services specifically stated in Section 3 as government furnished, the contractor must furnish everything needed to perform this contract according to all its terms.

SECTION 5 – SPECIFIC TASKS

5.1 General Information

The contractor must provide all personnel, equipment, tools, materials, supervision, and other items necessary to fell or top designated hazard trees and treat stumps as specified in this performance work statement. The contractor must perform to the standards in this contract.

5.2 Fell Designated Hazard Trees

The contractor shall fell all trees for which this type of treatment is specified. Felling involves removing all of a tree's vertical structure, leaving a stump less than 4 feet in height.

5.2.1 Trees shall be felled in a manner that causes no damage to structures or to any government, concessionaire or visitor property, and no injury to persons.

5.2.2 Trees may be felled by any means other than those involving explosives (park policy does not permit the use of explosives by non-government personnel).

5.2.3 Trees designated for felling that are less than or equal to 18 inches DBH shall be flush cut, and the final stump face made flat and parallel to the ground surface.

5.2.4 Trees designated for felling that are between 20 and 30 inches DBH shall be cut to a height less than 2 feet above the root collar, and the final stump face made flat, with no sharp extrusions remaining.

5.2.4 Trees designated for felling that are greater than or equal to 40 inches DBH shall be cut to a height less than 4 feet above the root collar, and the final stump face made flat, with no sharp extrusions remaining.

5.2.5 If the contractor cannot complete felling a tree as specified, that tree may be withdrawn from the treatment list by the COR or designated park representative, and the amount of the bid for that tree shall be deducted from the final payment to the contractor.

5.3 Top Designated Hazard Trees

The contractor shall top all trees for which this type of treatment is specified. Topping involves reducing the height of a tree to a point at which it cannot deposit branches or trunk sections (its own or those of another tree through impact) onto frequently or intermittently occupied targets. The objective of topping is to leave a high stump or short snag that will serve as wildlife habitat and provide aesthetic vertical structure without presenting a risk for damage to nearby facilities.

5.3.1 Trees shall be topped in a manner that causes no damage to structures or to any government, concessionaire or visitor property, and no injury to persons.

5.3.2 Trees may be topped by any means other than those involving explosives (park policy does not permit the use of explosives by non-government personnel).

5.3.3 A tree designated for topping that is within striking distance of administrative, concessionaire or visitor facilities (buildings, utility structures, bridges, parking lots, information kiosks, roadside parking pullouts) shall be shortened to the extent that removes these facilities from target range as the remaining stump or snag decays and fragments.

5.3.4 A tree designated for topping that is within or immediately adjacent to campsites will be shortened to a height no greater than 15 feet and no less than 10 feet.

5.3.5 The final cut end of a topped tree shall be jagged to mimic the appearance of a natural stem breakage, as shown in Technical Exhibit 5 – Quality Standards.

5.3.6 If the contractor cannot top a tree as specified, that tree may be withdrawn from the treatment list by the COR or designated park representative, and the amount of the bid for that tree shall be deducted from the final payment to the contractor.

SECTION 6 – Required Submittals

6.1 The following items must be submitted for a quote package to be considered complete:

- One (1) signed copy of page 1 of SF-1449 solicitation and amendment(s) as applicable.
- Bid Schedule with all line item costs filled in.
- Technical Exhibits 2 & 3 with “bid” columns filled in.
- Past Performance
- Key Personnel

TECHNICAL EXHIBITS

Technical Exhibit 1 – Performance Requirements Summary

Required Service	Performance Indicator	Performance Standard	Acceptable Quality Level	Method of Surveillance
Fell designated hazard trees	Quality of work	Trees are felled to required specifications without injury to personnel or damage to structures. Damage to adjacent trees is limited to removal of limbs.	90% of designated trees are felled as specified	On-site inspection
	Completion of work as scheduled	Final stump heights meet specifications described in Section 5.2	100% of designated trees are felled without injury to personnel or damage to structures	
		Work is completed within specified time frame	90% of stumps are treated as specified	
			100% of work is completed within specified time frame	
Required Service	Performance Indicator	Performance Standard	Acceptable Quality Level	Method of Surveillance
Top designated hazard trees	Quality of work	Trees are topped to required specifications without injury to personnel or damage to structures. Damage to adjacent trees is limited to removal of limbs.	90% of designated trees are topped as specified	On-site inspection
	Completion of work as scheduled	Stumps are treated as specified in Section 5.3.5 and shown in Technical Exhibit 5	100% of designated trees are topped without injury to personnel or damage to structures	
		Work is completed within specified time frame	90% of stumps are treated as specified	
			100% of work is completed within specified time frame	

Technical Exhibit 2 – Preliminary List of Hazard Trees to be Felled

Tahoma Woods - 5 trees to be felled

Tree ID	Location	Species	Height	DBH	Reference Point	Bearing	Distance	Bid
TW-13-24	N of T116	Douglas-fir	170	29.7	fire hydrant in front of T116	10	118	
TW-13-25	N of T116	Douglas-fir	80	17	TW-13-24	269	10	
TW-13-28	N of T116	Douglas-fir	195	23.4	TW-13-26	241	12	
TW-13-26	N of T116	Douglas-fir	200	25	TW-13-25	260	10	
TW-13-29	N of T116	Western hemlock	100	27.9	TW-13-27	40	16	

Nisqually Entrance - 1 tree to be felled

Tree ID	Location	Species	Height	DBH	Reference Point	Bearing	Distance	Bid
NE-06-01	N102	Western hemlock	125	25.5	NW Corner building N102	61	28	

Technical Exhibit 3 – Preliminary List of Hazard Trees to be Topped

Tahoma Woods - 3 trees to be topped

Tree ID	Location	Species	Height	DBH	Reference Point	Bearing	Distance	Mitigation Treatment	Bid
TW-13-41	N of T115	Douglas-fir	145	28.8	front door of T115	30	154	top at 40-50'	
TW-13-42	N of T115	Douglas-fir	150	29.5	TW-13-41	5	0	top at 50-60'	
TW-13-43	NE of T115	Douglas-fir	145	39	TW-13-42	60	31	top at 40-50'	

Cougar Rock Campground - 2 trees to be topped

Tree ID	Loop	Site	Species	Height	DBH	Reference Point	Bearing	Distance	Mitigation Treatment	Bid
CRCG-12-44	F	4	Silver fir	45	8.9	Group 4 post	78	40	top at 20-25'	
CrCG-12-45	F	3	Silver fir	54	8.1	Group 3 post	175	24	remove dead top	

Paradise - 1 tree to be topped

Tree ID	Location	Species	Height	DBH	Reference Point	Bearing	Distance	Mitigation Treatment	Bid
PA-10-07	N of Guidehouse	Subalpine fir	60	11.7	NE corner of P514	120	12	top at 20-30'	

Box Canyon Overlook - 1 tree to be topped

Tree ID	Location	Species	Height	DBH	Reference Point	Bearing	Distance	Mitigation Treatment	Bid
BCO-10-01	O57 (restroom)	Douglas-fir	100	36	N (women's) corner of O57	40	74	top at 20-30'	

Ohanapecosh Campground - 26 trees to be topped

Tree ID	Loop	Site	Species	Height	DBH	Reference Point	Bearing	Distance	Mitigation Treatment	Bid
OHCG-12-09	A	picnic area	Douglas-fir	147	24.2	center garbage can in picnic area	325	53.5	top at 15-20'	
OH-98-5	A	picnic area	Douglas-fir	155	29.8	NW corner of O305	46	36	top at 15-20'	
OHCG-12-67	A	6	Douglas-fir	100	20.3	A6 post	147	47.5	top at 15-20'	
OH-98-61	A	16	Western hemlock	165	41.6	A16 number post	317	88	top at 10-20'	
OHCG-12-68	A	17	Douglas-fir	118	22.3	A17 post	114	74	top at 20-30'	
OH-10-15	A	21	Douglas-fir	150	33.2	A21 post	257	54	top at 20-30'	
OHCG-12-75	A	45	Douglas-fir	101	22.2	A45 post	229	79.8	top at 20-30'	
OHCG-12-53	A	49	Douglas-fir	121	27	A49-50 post	93	38	top at 20-30'	

OHCG-12-55	A	49	Douglas-fir	178	33.9	A49-50 post	100	85	top at 20-30'	
OHCG-12-54	A	50	Douglas-fir	115	31.5	A50 post	11	4	top at 20-30'	
OHCG-06-08	B	4	Douglas-fir		41.7	B4 POST	231	22	top at 15-25'	
OH-98-202	C	23	Western hemlock	97	22.4	C23 post	152	55	top at 20-30'	
OHCG-12-89	C	28	Douglas-fir	72	20.3	C28 post	144	64	top at 20-30'	
OH-98-740	D	6	Douglas-fir	46	16.8	D6 number post	181	52	top at 15-30'	
OHCG-06-45	D	12	Western hemlock	145	30.7	D12	183	30	top at 20-30'	
OH-98-735	D	13	Western redcedar	165	43	D13 number post	320	68	top at 40-50'	
OH-98-547	E	restroom	Douglas-fir	135	20.9	NE corner of O310	187	24	top at 20-30'	
OH-98-526	E	18	Western hemlock	100	14.2	E18 number post	66	26	top at 20-30'	
OH-98-766	F	3	Western redcedar	105	57.9	F3 number post	21	34	top at 20-30'	
OH-10-10	F	4	Douglas-fir	200	77.6	F4 number post	200	10	top at 30-50'	
OH-98-748	F	18	Western hemlock	103	16.5	F18 number post	189	89	top at 30-40'	
OH-98-696	G	15	Western hemlock	190	41.3	G15 number post	110	91	top at 30-40'	
OH-07-14	H	7	Douglas-fir	125	24.2	H7 POST	79	141	top at 40-50'	
OH-98-644	H	10	Douglas-fir	215	53.9	H10 number post	205	88	top at 20-25'	
OH-07-20	H	13	Douglas-fir	120	20.7	H13 POST	81	103	top at 25-30'	
OH-98-676	H	17	Western red cedar	116	29.4	H19 number post	313	46	top at 20-30'	

White River Entrance - 4 trees to be topped

Tree ID	Location	Species	Height	DBH	Reference Point	Bearing	Distance	Mitigation Treatment	Bid
WRE-10-10	N of new dorm building	Silver fir	100	15.5	NE corner of dorm	263	60	top in 2013	
WRE-10-18	N of W207	Western white pine	110	27.6	NW corner of W208	261	47	remove two dead tops	

WRE-12-01	btwn WIC and employee parking	Silver fir	87	20.4	grey utility box behind WIC	324	33	top at 15-25'	
WRE-12-02	near fee collection booth	Alaska yellow cedar	122	31	Service Road/Official Vehicles Only sign	74	53	remove dead top	

Technical Exhibit 4 – Work Site Information

Tahoma Woods

- Elevation: 1,400'
- Located outside the park, 4 miles east of Elbe and 10 miles west of the Nisqually Entrance on S.R. 706
- Administrative buildings are occupied year-round
- Tree work must be conducted between October 1 and March 31 because of endangered species concerns

Nisqually Entrance

- Elevation: 2,023'
- Located at the southwest corner of the park, 14 miles east of Elbe on S.R. 706
- Administrative buildings are occupied year-round
- Tree work must be conducted between October 1 and March 31 because of endangered species concerns

Cougar Rock Campground

- Elevation: 3,200'
- Located in the southwest section of the park, on the Nisqually-to-Paradise Road (S.R. 706), 8.6 miles from the Nisqually Entrance
- Open to the public for camping from May 25 through October 8, 2012 (snow conditions permitting); public day use is permitted year-round
- Vehicle access within these areas is not maintained year-round; road closures due to snow typically extend from mid-November through March
- Tree work must be conducted between October 1 and March 31 because of endangered species concerns.

Paradise

- Elevation: 5,400'
- Located in the south-central section of the park, on the Nisqually-to-Paradise Road (S.R. 706), approximately 12 miles from the Nisqually Entrance
- Accessible year-round, but entry is subject to periodic road closures due to winter storm or avalanche conditions, or other administrative considerations.

Box Canyon Overlook

- Elevation: 3,100'
- Located in the south-central section of the park, on Stevens Canyon Road, 10.3 miles west of the Stevens Canyon Entrance
- Typically accessible to the public from Memorial Day weekend through Columbus Day; administrative access at other times is restricted by snow depth (Stevens Canyon Road is not plowed) and avalanche conditions
- There may be delays due road repair activities throughout Stevens Canyon in 2013-14
- Access from the west (Longmire, Paradise) may be blocked at any time during the year by rockfall events in Stevens Canyon
- Tree work must be conducted between October 1 and March 14 because of endangered species concerns.

Ohanapecosh Campground

- Elevation: 1,900'
- Located in the southeast corner of the park, 11 miles northeast of Packwood and 3 miles north of the park boundary on S.R. 123
- Open to the public for camping from May 25 through October 8, 2012 (snow conditions permitting); public day use is permitted year-round
- Public vehicle access is limited by winter closure of S.R. 123, typically from mid-November until early May; administrative vehicle access at other times is restricted by snow depth (S.R. 123 is not plowed)
- Tree work must be conducted between October 1 and March 14 because of endangered species concerns.

White River Entrance

- Elevation: 3,600'
- Located in the northeastern section of the park, on the White River Road, 1.4 miles from the junction with S.R. 410
- Public vehicle access is limited by winter closure of S.R. 410, typically from mid-November until early May; administrative vehicle access at other times is restricted by snow depth (S.R. 410 is not plowed)
- Tree work and debris cleanup must be conducted between October 1 and March 14 because of endangered species concerns

Technical Exhibit 5 – Quality Standards

Figures 1 – 4. Standard for finished appearance of topped tree stumps.



Figure 1 [above]. Subalpine fir (*Abies lasiocarpa*) snags at Paradise treated in October 2010. NPS photo.

Figure 2 [below]. Western hemlock (*Tsuga heterophylla*) snags in Ohanapecosh Campground treated in 2008. NPS photo.





Figure 3 [above]. Douglas fir (*Pseudotsuga menziesii*) with root and butt rot in Longmire Housing Area, treated in March 2011. NPS photo.

Figure 4 [below]. Western hemlock (*Tsuga heterophylla*) snag in Longmire Campground, treated in March 2011. NPS photo.



52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://acquisition.gov/far/>

(End of clause)

52.212-1 Instructions to Offerors - Commercial Items. (FEB 2012)

52.212-4 Contract Terms and Conditions - Commercial Items. (FEB 2012)

52.236-3 Site Investigation and Conditions Affecting the Work. (APR 1984)

52.236-13 Accident Prevention. (NOV 1991) - Alternate I (NOV 1991)

52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)

52.212-2 Evaluation - Commercial Items. (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Price; technical capability of the offeror to provide the service as written in the Performance Work Statement; and past performance.

Technical and past performance, when combined, are equal to price.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-3 Offeror Representations and Certifications-Commercial Items. (DEC 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision -

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in

the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except-

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned-

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-- Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____ (Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.)

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.

(2) *Veteran-owned small business concern.* (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ___ is, ___ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ___ is, ___ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ___ is, ___ is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* (Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.) The offeror represents that-

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: -----.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* (Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.) The offeror represents that-

(i) It [] is, [] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: -----.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ___ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) *General.* The offeror represents that either-

(A) It ___ is, ___ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has

occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ___ has, ___ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

(11) *HUBZone small business concern.* (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ___ is, ___ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) *Previous contracts and compliance.* The offeror represents that-

(i) It ___ has, ___ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ___ has, ___ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United

States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
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(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
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(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act - Free Trade Agreements - Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products

Line Item No.	Country of Origin
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(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act - Free Trade Agreements - Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements - Israeli Trade Act":

Canadian End Products:

Line Item No.	Country of Origin
---------------	-------------------

(List as necessary)

(3) *Buy American Act - Free Trade Agreements - Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act - Free Trade Agreements - Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____

(List as necessary)

(4) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____

(List as necessary)

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ___ are, ___ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ___ have, ___ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ___ are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ____ Have, ____ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.* (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). (*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).*)

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
<input type="checkbox"/>	<input type="checkbox"/>

(2) *Certification.* (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

____ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

____ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ____ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ____ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ____ does ____ does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ____ does ____ does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

____ TIN: _____.

____ TIN has been applied for.

____ TIN is not required because:

____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the

United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____.

(5) *Common parent.*

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations-* (1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that-

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products. (End of provision)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items. (JAN 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

[] Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: Contracting Officer check as appropriate.

[](1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

[](2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

[](3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[](4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

[](5) 52.204-11, American Recovery and Reinvestment Act--Reporting Requirements (JUL 2010) (Pub. L. 111-5).

[](6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).

[](7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

[X](8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

[](9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

[](10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[](11) (Reserved)

[X](12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

[](ii) Alternate I (NOV 2011).

[](iii) Alternate II (NOV 2011).

[](13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

[](ii) Alternate I (OCT 1995) of 52.219-7.

- [] (iii) Alternate II (MAR 2004) of 52.219-7.
- [](14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).
- [](15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).
- [](ii) Alternate I (OCT 2001) of 52.219-9.
- [](iii) Alternate II (OCT 2001) of 52.219-9.
- [](iv) Alternate III (JUL 2010) of 52.219-9.
- [X](16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- [](17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- [](18) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- [](19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- [](ii) Alternate I (JUN 2003) of 52.219-23.
- [](20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [](21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [](22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- [X](23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a)(2)).
- [](24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- [](25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- [X](26) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- [](27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- [X](28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- [X](29) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- [](30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- [](31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- [](32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- [](33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- [](34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- [](35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[](ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[](36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

[](37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

[](ii) Alternate I (DEC 2007) of 52.223-16.

[X](38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011). (E.O. 13513).

[X](39) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d).

[](40)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

[](ii) Alternate I (MAR 2012) of 52.225-3.

[](iii) Alternate II (MAR 2012) of 52.225-3.

[](iv) Alternate III (NOV 2012) of 52.225-3.

[](41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[X](42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[](43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[](44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

[](45) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[](46) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[X](47) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

[](48) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

[](49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

[](50) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[](51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

[](ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

[X](1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

[X](2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

[](3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP

2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[](4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[](5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

[](6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[](7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

[](8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247).

[](9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
(End of clause)

52.246-20 Warranty of Services. (MAY 2001)

(a) *Definition.*

Acceptance, as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor [*Contracting Officer shall insert the specific period of time in which notice shall be given to the Contractor; e.g., within 30 days from the date of acceptance by the Government,; within 1000 hours of use by the Government; or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time*]. This notice shall state either -

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

1452.228-70 Liability Insurance (JUL 1996)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than

as follows:

\$100,000.00 each person*

\$500,000.00 each occurrence*

\$1,000,000.00 property damage*

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

*These amounts to be set by the Contracting Officer.
(End of clause)

DOI ELECTRONIC INVOICING Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (September 2011)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>. Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice [CO to edit and include the documentation required under this contract]: None

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Template)

DOI AUTHORITIES AND DELEGATIONS AUTHORITIES AND DELEGATIONS (MAY 2010)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

The COR for this contract will be: Lou Whiteaker, Mount Rainier National Park, 360-569-6761
The Inspector for this contract will be: Traci Degerman, Mount Rainier National Park, 360-569-6765.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
 - (2) Waive or agree to modification of the delivery schedule;
 - (3) Make any final decision on any contract matter subject to the Disputes Clause;
 - (4) Terminate, for any reason, the Contractor's right to proceed;
 - (5) Obligate in any way, the payment of money by the Government.
- (d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
- (e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
- (f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
- (g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.
- (End of notice)

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Forestry and Land Management Services

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON, D.C. 20210
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Diane C. Koplewski Division of Wage | Wage Determination No: 1977-0209
Director Determinations | Revision No: 44
| Date Of Revision: 08/20/2012

State: Washington

Area: Washington Statewide

****Fringe Benefits Required Follow the Occupational Listing****

Forestry Industry

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
08010 - Brush/Precommercial Thinner		13.86
08040 - Choker Setter	16.61	
08070 - Faller/Bucker	23.67	
08100 - Fire Lookout	10.57	
08160 - Forestry/Logging Heavy Equipment Operator		18.76
08190 - Forestry Technician	18.76	
08200 - Forestry Truck Driver	18.76	
08250 - General Forestry Laborer	13.85	
08280 - Nursery Specialist	17.18	
08310 - Slash Piler/Burner	10.57	
08340 - Tree Climber	15.51	
08370 - Tree Planter	13.86	
08400 - Tree Planter, Mechanical	13.86	

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; and 3 weeks after 5 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage

determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

KEY PERSONNEL

Key Personnel Experience & Qualifications

READ CAREFULLY: The purpose of this form is for the Offeror to list the qualifications of all key personnel as described in the Instructions, Conditions, and Notices to Offerors (Section L). Experience and qualifications include those job related training courses; certificates and licenses; honors; performance awards; and specialty skills that are relevant to the proposed project. Provide dates and supporting information, but do not send documents. Provide the state in which registration or license is held and the registration or license number (as applicable). Fill in the information by typing or printing legibly.

NAME OF CONTRACTOR/OFFEROR:

PERSONNEL INFORMATION:

Name:

Job Title:

Years of Experience With This Firm: Years of Experience With Other Firms:

EDUCATION AND PROFESSIONAL REGISTRATION:

Top Educational Level Obtained: Year:

Area of Specialization:

Professional Registrations:

Area of Specialization:

EXPERIENCE AND QUALIFICATIONS

PAST PERFORMANCE

Experience & Past Performance (Form 1)

READ CAREFULLY: The purpose of this form is for the Offeror to list construction projects performed during the past three (3) years that are similar to the work described in this solicitation. The number of projects listed shall not exceed ten and shall be numbered consecutively, beginning with the most recent project. Use this form to address your familiarity with the plans and specifications and with the competence criteria described in the Request for Proposal Instructions for the Submission of Offers and Other Information. Include Area Codes with all telephone numbers. Fill in the information by typing or printing legibly. It is especially important that the Offeror disclose instances in which their past performance may be considered by others to be less than fully satisfactory. The Offeror should tell their side of the story and describe remedial corrective action that has been taken or will be taken to correct the deficiency. Failure to do so may result in a determination that an Offeror has been less than candid with the Government, which could result in an unfavorable assessment of the Offeror's past performance record.

NAME OF CONTRACTOR/OFFEROR:

PROJECT NAME:

Project Location:

Name of Owner:

Address of Owner:

Telephone Number:

Project Value:

Dates of Construction:

DESCRIPTION OF THE PROJECT AND SCOPE OF OFFEROR'S WORK

PERFORMANCE REMARKS

DESCRIPTION OF THE PROJECT AND SCOPE OF OFFEROR'S WORK (continuation)

PERFORMANCE REMARKS (continuation)
